

The following contest is intended for participants in the United States only and will be governed by United States laws. Do not proceed in this contest if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

## Show Us Your FM100

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Contest Administrator: KSFI-FM, 55 North 300 West, Salt Lake City, Utah 84180.

Contest Sponsor: Cherry Hill Water Park, 1325 South Main Street, Kaysville, Utah 84037.

#### 1. HOW TO ENTER

- a. These rules govern the Show Us Your FM100 ("Contest"), which is being conducted by KSFI-FM ("Station"). The Contest begins on July 20, 2020 ends on August 14, 2020 ("Contest Dates"). Entrants, as defined below, may enter via online only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter on-line beginning on July 20, 2020 at 8:00 a.m. (MDT) and ending on August 14, 2020 at 11:59 p.m. (MDT) ("Entry Period"). There will be no Submission, as defined below, selected on Pioneer Day (July 24, 2020).
  - i. Each entry consists of an entry form and the submission of a single photograph ("Submission"). To enter on Facebook, visit <https://www.facebook.com/FM100.3/>. Following the links and instructions, the Entrant must enter the Contest by posting a photograph on their own personal Facebook page of the number one hundred (100) with the hashtag #ShowUsYourFM100 and #fm100. Entrant will need to have a valid Facebook account in order to enter, although the Contest is not sponsored, endorsed, administered by, or associated with Facebook. If they do not already have one, Entrants can open a Facebook account at no cost at <https://www.facebook.com/>. Limit one (1) entry per eligible Entrant during the Entry Period regardless if Entrant has more than one email address or Facebook account. Multiple Entrants are not permitted to share the same email address or Facebook account. Submissions submitted may not be acknowledged or returned. Proof of submission of an Submission shall not be deemed proof of receipt by the Station. Online Entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy and Terms of Use. Use of Facebook as a means of entry will be subject to

that service provider's privacy policy and terms of use. By participating in the Contest, Entrant understands that he or she is providing his or her information to Station and not Facebook. Further, Entrant specifically agrees to release Facebook from any and all liability associated with this Contest. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook.

- ii. Photographs must be of the number one hundred (100) (i.e. 100 at the gas pump, 100 on a thermometer, etc.). Any photographs that include children, sculptures, statues, architecture, paintings, and other works of art will not be accepted. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.
  - iii. The photograph, in its entirety, must be a single work of original material taken by the person entering the Submission. By entering the Contest, the Entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the Entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.
  - iv. The photograph must not contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- c. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process, but membership/participation is not required to enter the contest.
  - d. Only one (1) entry per Entrant is permitted. There will be up to a total of nineteen (19) winners selected in the Contest.
  - e. All online Submissions must be received by the end of the Entry Period.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of Utah, eighteen (18) years of age or older, and who reside in one of the jurisdictions that make up the listening area in and around Salt Lake City, Utah. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (i) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) Any immediate family members of such employees, including without limitation current and/or ex-

spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (iii) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.

- c. Unless the Station otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to entering the Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the Contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
- d. To claim a prize, the person who has won a prize (“Winner”) must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number.
- e. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any Entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- f. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

### 3. PRIZES

- a. Nineteen (19) prizes will be awarded. The prize consists of a four (4) pack of half day tickets (referred to as “prize” or “ticket”) to Cherry Hill Water Park located at 1325 South Main Street, Kaysville, Utah 84037. The Approximate Retail Value (“ARV”) of the prize is \$64.00. Any difference between stated ARV and actual value will not be awarded. The prize is valid only on the date(s) printed on the tickets. The prize is not refundable or transferable and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. The prize may not be sold to a third party. The tickets will be subject to the terms and conditions as set forth by its issuer.
- b. The Winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize. If Contest Sponsor’s location is closed for reasons such as for weather, natural or regional disasters, disease, epidemic, pandemic, national or regional emergency,

or for any reason beyond the control of the Station or Contest Sponsor, their sole responsibility to the Winner(s) will be to award the remaining available elements, if applicable, of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station or Contest Sponsor, in their sole discretion, reserves the right to deny entry to or to remove the Winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Contest Sponsor's location.

- c. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the Winner. Prizes are not transferable or exchangeable and may not be substituted, except by Contest Sponsor for reasons of unavailability, in which case, a prize of equal value will be awarded. The Station and Contest Sponsor assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station and Contest Sponsor are final.
- d. **If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.**

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management and Contest Sponsor with respect to the Contest are final.
- b. Nineteen (19) Winners will be selected in the Contest during the following period of time ("Drawing Period")
  - One (1) Winner will be selected daily (Monday through Friday) starting on July 21, 2020 through August 17, 2020 at approximately 12:00 p.m. (MDT) in a random drawing of all eligible online Submissions received during the Entry Period. As indicated above, there will be no Submission selected on Pioneer Day (July 24, 2020).
- c. Odds of winning depend upon the number of eligible online Submissions received during the Entry Period.
- d. Winners do not need to listen to the Station or be present to win. All prizes must be picked up or claimed within thirty (30) days of winning, as directed by the Station, including in-person, if public health conditions permit, at the office of the Station located at 55 North 300 West, Salt Lake City, Utah 84180 between regular

business hours of 8:00 a.m. (MT) to 5:00 p.m. (MT), Monday through Friday. If public health conditions do not permit a Winner to claim the prize in-person within thirty (30) days, the Station will coordinate with the Winner to confirm Winner's identify remotely and to deliver the prize by mail or other means of delivery.

- e. Potential Winner(s) will be notified of winning by telephone. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential Winner(s) will be required to respond to such notification attempt and must execute and return, along with the Winner's guest(s), if applicable, an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a potential Winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential Winner forfeits the prize(s). The Station or Contest Sponsor is not responsible for any changes in an Entrant or Winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. **THIS CONTEST IS VOID WHERE PROHIBITED.** Entrants agree that this Contest shall be subject to and governed by the laws of the State of Utah and the forum for any dispute shall be in Salt Lake City, Utah. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any Entrant expressly waives any and all such rights. Certain restrictions may apply. **Submissions are void if the Station determines the photograph to not be an original, or if the Submissions are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**
- b. By entering, Entrants also agree (i) to be bound by these Official Rules; (ii) that the decisions of the Station and Contest Sponsor are final and binding with respect to all matters relating to the Contest; and (iii) if the Entrant wins that Released Parties (defined below) may use the winning photographs and each Winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).
- c. Any attempt by any Entrant to obtain more than the stated number of Submissions by using multiple/different email addresses, identities, registrations and logins or any other methods may void that Entrant's Submission and that Entrant may be disqualified. The use of any device to automate multiple Submissions is prohibited. Any use of robotic, repetitive, automatic, programmed, or similar entry

methods or agents (including, but not limited to, promotion entry services or proxies) will void all Submissions by that Entrant at the Station's discretion. The Station's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all Submissions will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address; or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an Entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that an Entrant has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that Entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.

- d. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: <https://fm100.com/> within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any Contest Sponsor location is closed, or competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- e. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all Entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation, and without compensation, except where prohibited by law.

- f. Each Winner will be required to produce identification satisfactory to the Station. For example, Winner(s) will be required to sign an IRS Form W-9 and verify their identity either in-person or through email, DocuSign, or videoconference, an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each Winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest Entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property, and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion, and on a case-by-case basis.
- g. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrant and/or Winner (and by Winner’s guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and losses or damages, including but not limited to personal injury or communicable diseases sustained or incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto, act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
- h. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late Submissions; (v) Submissions not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals, or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) (and Winner’s guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same; or (v) if any part of a Contest cannot be

conducted and/or if a prize, either in whole or in part cannot be awarded due to acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Station's or Contest Sponsor's sole control. Upon awarding the prize, the Station or Contest Sponsor will have no further obligation to Winner(s).

- i. Except where prohibited, by entering the Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Salt Lake City, Utah; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## **6. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION**

- a. Each Entrant represents and warrants as follows: (i) except as set forth herein, the photograph is the Entrant's own, produced by Entrant; (ii) the photograph does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Entrant, and as of the date of Submission, is not the subject of any actual or threatened litigation or claim; (iii) the photograph does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the photograph does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Entrant hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

## **7. LICENSE**

- a. By entering the Contest, all Entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Released Parties, to reproduce, distribute, display and create derivative works of the Submission in connection with the Contest and



promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to: display on Station's owned-and-operated websites and social media sites of all Submissions. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the photographs, and to use such photographs as Station shall from time to time determine in its sole discretion; and (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the photograph as may be conferred under any applicable laws, regulations or directives.

- b. Entrants consent to Station doing or omitting to do any act that would otherwise infringe the Entrant's "moral rights" in their Submissions. Display or publication of any Submission on a Released Party's website does not indicate the Entrant will be selected as a Winner. Released Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, each Entrant grants to Released Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest Entrants, or choose not to do so, at their sole discretion, except where prohibited by law. Released Parties will not be required to pay any consideration or seek any approval in connection with such use.

## 8. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), Entrant agrees to the Station's Terms of Use Agreement and to the use of Entrant's personal information as described in the Privacy Policy located at: <https://fm100.com/> In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

## 7. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one entry per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same phone number, email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all Submissions from that address or account, and such Entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: <https://fm100.com/>, in person at the Station located 55 North 300 West, Salt Lake City, Utah 84180, during regular business hours 8:00 a.m. (MT) to 5:00 p.m. (MT), Monday through

Friday, or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.